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12 UNITED STATES DISTRICT COURT
 13 DISTRICT OF NEVADA
 14

15 NICHOLAS BOROVAC,

16 Plaintiff,

17 vs.

18 CHURCHILL COUNTY SCHOOL DISTRICT, a
 19 Political Subdivision of the State of Nevada;
 CAROLYN ROSS, individually and as
 20 Superintendent of the Churchill County School
 District; KEVIN LORDS, individually and as
 21 Principal of Churchill County High School;
 DOES I-XX, inclusive,
 22

23 Defendants.
 24

Case No. 3:11-cv-00336-LRH-VPC

25 [PROPOSED] STIPULATED
 PROTECTIVE ORDER

26 STIPULATED PROTECTIVE ORDER

27 To adequately protect material entitled to be kept confidential, pursuant to the Court's
 28 authority under Federal Rule of Civil Procedure ("Fed.R.Civ.Proc.") 26(c) and with the consent of
 the parties hereto, it is hereby ORDERED:

Erickson, Thorpe & Swainston, Ltd.
 P.O. Box 3559
 Reno, Nevada 89505
 Tel. (775) 786-3930 Fax (775) 786-4160

1 1. **Definitions.**

2 For purposes of this Order, the following terms shall have the following means:

3 a. "Document" shall include all materials, electronic information and tangible things
4 defined as broadly as permitted under Fed.R.Civ.Proc. 34;

5 b. "Pleadings" shall refer to all papers, motions, exhibits, etc., filed with the Court;

6 c. "Party" or "Parties" shall mean the parties to this action, their current and former
7 officers, employees, agents, attorneys, affiliates and subsidiaries;

8 d. "Confidential Information" shall mean and include information within the scope of
9 Fed.R.Civ.Proc. 26(c), or which is a trade secret, proprietary, confidential commercial or business
10 information, or otherwise confidential or private and subject to protection under the Federal Rules
11 of Civil Procedure or Nevada law. Confidential information includes, but is not limited to,
12 documents that are designated as Confidential in accordance with this Order, information contained
13 within such documents, and documents, such as pleadings and discovery responses, that incorporate
14 such information. Confidential information also includes all information to be redacted under
15 Fed.R.Civ.Proc. 5.2.

16 e. "Receiving Party" shall mean a party that receives confidential information.

17 2. **Designating Protected Material.** A party or non-party may designate information
18 disclosed during a deposition or in response to written discovery as "Confidential." All
19 confidentiality designations for documents shall be made in good faith by the parties at the time
20 documents are produced, provided that the inadvertent failure to so designate does not constitute a
21 waiver of any right to make such a designation. The parties may designate documents as
22 "Confidential" after such documents have been produced, with the effect that such documents are
23 thereafter subject to the protections of this Protective Order, unless such documents have already
24 been used in a non-confidential manner by the party seeking to designate them as "Confidential."
25 Documents designated "Confidential" shall be so marked by affixing the legend "CONFIDENTIAL"
26 or similar confidential designation on each page containing any confidential information (or in the
27 case of computer medium on the medium and its label and/or cover) to which the designation
28 applies.

1 3. **Basic Disclosure Principles.** Neither the Parties nor their counsel shall permit
2 disclosure of confidential information to anyone except as provided by this Order, and only after the
3 conditions stated in this Order have been met.

4 4. **Disclosure of Confidential Information.** Confidential information may not be
5 disclosed to any person except:

- 6 a. Any party;
- 7 b. Counsel for any party, including their paralegals and clerical staff, experts,
8 consultants and in-house counsel;
- 9 c. Experts (whether consulting or testimonial) in this action to whom disclosure is
10 reasonably necessary to the conduct of this action, provided that experts shall not
11 have access to confidential information without having first read, acknowledged, and
12 agreed to be bound by this Order by executing the Agreement to be Bound by
13 Protective Order attached as Exhibit A;
- 14 d. The Court and its personnel;
- 15 e. Court reports engaged for depositions, hearings or trial;
- 16 f. Witnesses in this action to the extent necessary for the conduct of this litigation and
17 who have first signed the Agreement to be Bound by Protective Order attached as
18 Exhibit A;
- 19 g. The author(s) or any recipient of the document or the original source of the
20 information in any document;
- 21 h. Professional vendors that provide litigation support services (e.g., photocopying,
22 videotaping, translating, preparing exhibits or demonstrations, etc.) and their
23 employees who have first signed the Agreement to be Bound by Protective Order
24 attached as Exhibit A;
- 25 i. Mediators or other individuals utilized for dispute resolution in this matter who have
26 first signed the Agreement to be Bound by Protective Order attached as Exhibit A;
27 and
- 28 j. Any individual who attends a hearing or trial where confidential information is

utilized.

5. **Use of Confidential Information Generally.** Confidential information shall only be used for purposes of this action. The persons or entities identified in Paragraph (a)-(I), above, to whom confidential information is disclosed pursuant to this Order shall not make any copies of or use such confidential information for any purpose, whatsoever, except those related to this action.

6. **Designation of Deposition Testimony.** If in any deposition there is testimony about, or an exhibit containing, confidential information, the portions of the transcript involving confidential information shall be separately bound and such separately bound transcript shall prominently disclose that the transcript contains confidential information. Any such transcript shall be handled like any other document that contains confidential information.

7. **Filing of Materials Containing Confidential Information.** When a party intends to file with the Court, or otherwise introduce into evidence, any documents, testimony, or any other material containing confidential information, counsel for the filing or offering party shall notify counsel for all other parties of such intent. Such notification shall be made within a reasonable time not less than two business days before filing, such that any other party has an opportunity to object to the necessity of the disclosure of the document as presented and to work out an acceptable alternative to the proposed disclosure. For ex parte applications or other filings where two business days' notice is not practical or feasible, the filing party shall notify all other parties of its intent as soon as reasonably possible. The parties shall endeavor to reach agreement on any redactions or other methods which may be available to permit the filing or introduction of the confidential information with the Court, such that the evidentiary objectives of the offering party can be met without disclosure of confidential information.

8. **Filing Under Seal.** No party or non-party shall file or submit for filing as part of the Court record any documents under seal without first obtaining leave of Court. Notwithstanding any agreement among the parties, the party or non-party seeking to file a document under seal bears the burden of overcoming the presumption in favor of public access to papers filed in Court. Provided the Court gives a party or non-party leave to file or submit for filing documents under seal, any such filing or submission for filing under seal shall be in a sealed envelope bearing the designation

1 "Confidential: Subject to Protective Order." All filings and submissions for filing under seal shall
2 comply with the Electronic Case Filing Administrative Policies and Procedures Manual of the
3 District Court for the District of Nevada. Any document filed under seal must be emailed directly
4 to opposing counsel, as such a document will not appear on the United States Court's CM/ECF
5 system, and the party making the filing shall notify opposing counsel of the document number of the
6 filing.

7 9. **Duration.** This Order shall continue to be binding throughout and after the
8 conclusion of this action, including any appeal thereof. This Order, as an Agreement, shall remain
9 in effect until all confidential information is returned to the originating party or destroyed, as
10 provided below. Within thirty (30) days after termination of this action by dismissal, final non-
11 appealable judgment or otherwise, each party shall return to counsel for the originating party all
12 information designated confidential information under this Order, including all copies, prints,
13 excerpts, and other reproductions of said information, however generated or maintained. In the
14 alternative, counsel for any party receiving confidential information may supervise the destruction
15 of all confidential information, including all copies, prints, excerpts, and other reproductions of said
16 information, however generated or maintained. Counsel shall then advise counsel for the originating
17 party in writing that all confidential information, including all copies, prints, excerpts, and other
18 reproductions of said information, however generated or maintained, have been destroyed or
19 returned, except for the copies of documents that were filed with the Court, as they are maintained
20 and eventually destroyed pursuant to the firm's document destruction policies.

21 10. **Limiting Disclosure.** All reasonable efforts shall be made by counsel of record to
22 limit disclosure of confidential information to the minimum number of persons necessary to conduct
23 this action.

24 11. **Challenges to Confidential Designation.** In the event any receiving party disagrees
25 with any designation of confidentiality, such party shall attempt to resolve such dispute with the
26 designating party on an informal basis. If the dispute is not resolved informally, the receiving party,
27 by motion, may contest the confidential designation. Pending resolution of the motion, the disputed
28 material will continue to be treated as confidential. If the Court determines that any materials are

1 not entitled to confidential treatment, confidentiality will nonetheless be maintained for fifteen (15)
2 days subsequent to the Court's decision unless the Court, upon motion and for good reason shown,
3 shall reduce or lengthen the time.

4 **12. Declassification.** The restrictions on disclosure and use of confidential information
5 set forth herein shall not continue to apply to information, which, at the time of disclosure, or
6 thereafter, becomes a part of the public domain by publication or otherwise, other than as a result
7 of a wrongful act or failure to act on the part of the party claiming this exclusion. However, the
8 restrictions shall continue to apply if such publication or other disclosure results from criminal,
9 tortious or otherwise unlawful acts or omissions. A party seeking to declassify material designated
10 as confidential information may move the Court for a ruling that the material is not entitled to such
11 status and protection.

12 **13. Right to Assert Other Objections.** This Order shall not be construed as requiring
13 the parties to produce information or documents which are privileged or otherwise protected from
14 discovery by the Federal Rules of Civil Procedure.

15 **14. Use During Trial.** This Order is intended to govern the exchange and use of
16 materials, information and documents during discovery, trial preparation, and post-trial proceedings.
17 Questions regarding the use of confidential information during the trial of this action, if any, will be
18 addressed by the Court at a later time prior to or during trial, after reasonable notice to the parties.

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20 **15. Subpoena or Order.** If a party is served with a subpoena or an order issued in other
21 litigation or in any other context that would compel disclosure of any confidential information,
22 counsel for such party must so notify counsel for the originating party in writing immediately, and
23 in no event more than three court days after receiving the subpoena or order. Counsel for such party
24 must also inform in writing the party who caused such subpoena or order to issue that some or all
25 of the material covered by the subpoena or order is the subject of this Protective Order.

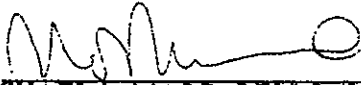
26 **16. Enforcement.** This Order and Agreement may be enforced by an Order of specific
27 enforcement, as well as any claim for damages. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 Agreed to by:

2 Dated: September 11, 2012.

3 THE BACH LAW FIRM, LLC

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5 By: 
6 MICHAEL L. MASCARELLO, ESQ.
7 Attorney for Plaintiff
NICHOLAS BOROVAC


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Dated: September 13, 2012.

ERICKSON, THORPE & SWAINSTON, LTD.

By: 
ANN M. ALEXANDER, ESQ.
Attorney for Defendants
CHURCHILL COUNTY SCHOOL DISTRICT,
CAROLYN ROSS, and KEVIN LORDS

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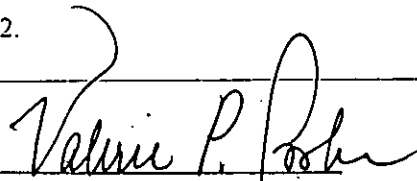
IT IS SO ORDERED.

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DATED this ____ day of September, 2012.

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By: 
Honorable Valerie P. Copke
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____, hereby declare that I have received a copy of, read, and understand the Stipulated Protective Order entered in NICHOLAS BOROVAC, Plaintiff, v. CHURCHILL COUNTY SCHOOL DISTRICT, a Political Subdivision of the State of Nevada; CAROLYN ROSS, individually and as Superintendent of the Churchill County School District; KEVIN LORDS, individually and as Principal of Churchill County High School; DOES I-XX, inclusive, Defendants, United States District Court for the District of Nevada, Case No. 3:11-cv-00336-LRH-VPC, ON _____ [DATE] (the "Protective Order"). I hereby acknowledge that I have received confidential documents and information, as defined in the Protective Order, and, on pain of contempt of court, I hereby declare that, I will not disclose any part of the confidential documents and information to any third party without consent of an attorney of record in this case, I will use my best efforts to maintain the confidential nature of the documents and information, and I will return or destroy the confidential documents and information in accordance with the terms of the Protective Order.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct. Executed on _____ [DATE].

(Signature)

(Printed Name)